

COUNTY COUNCIL
OF
HARFORD COUNTY, MARYLAND

BILL NO. 04-44

Introduced by Council President Wagner at the request of the County Executive

Legislative Day No. 04-26 Date October 12, 2004

AN EMERGENCY ACT to provide the County Executive with the authorization to execute, on behalf of Harford County, Maryland, an Electricity Supply Agreement, in substantially the form attached hereto, in an amount not to exceed \$750,000 per year, to purchase retail electricity for the Sod Run Wastewater Treatment Plant and other county electric accounts for which rates lower than the Standard Offer Service (SOS) available to commercial and industrial accounts from the local distribution companies can be identified through a regional cooperative bid in accordance with Harford County Code §41-10.

By the Council, October 12, 2004

Introduced, read first time, ordered posted and public hearing scheduled

on: November 9, 2004 (Due to failure of the Aegis to advertise, the public hearing was
continued to November 16, 2004 @ 7:30 p.m.)

at: 7:30 p.m.

By Order: Barbara J. Ruth, Council Administrator

PUBLIC HEARING

Having been posted and notice of time and place of hearing and title of Bill having been published according to the Charter, a public hearing was held on November 16, 2004 and concluded on November 16, 2004.

Barbara J. Ruth, Council Administrator

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW. [Brackets] indicate matter deleted from existing law. Underlining indicates language added to Bill by amendment. Language lined through indicates matter stricken out of Bill by amendment.

WHEREAS, the County Executive proposes that Harford County, Maryland enter into an Electricity Supply Agreement, in substantially the form attached hereto, in an amount not to exceed \$750,000 per year, and be given the authority to execute such agreement on behalf of Harford County, Maryland; and

WHEREAS, the County, in cooperation with the City of Baltimore, lead jurisdiction for a regional cooperative purchase of retail electricity sponsored by the Baltimore Regional Cooperative Purchasing Committee, a standing committee of the Baltimore Metropolitan Council, has selected the firm(s) that offer(s) the lowest overall price to supply the Sod Run Wastewater Treatment Plant and the other county accounts selected for award; and

WHEREAS, Sections 520 and 524 of the Charter of Harford County, Maryland require that all agreements and payments thereunder which would extend beyond the current fiscal year be authorized by legislative act.

NOW, THEREFORE,

Section 1. Be It Enacted By The County Council of Harford County, Maryland that the County Executive be, and is hereby, authorized to execute, on behalf of the County, the Electricity Supply Agreement providing for payment by Harford County, Maryland of the below-stated amount not to exceed:

Agreement.....\$750,000 per year

and the Electricity Supply Agreement shall provide for a contract term not to exceed 3 years.

Section 2. And Be It Further Enacted that this Act is hereby declared to be an emergency act necessary to secure the prices offered at bids to be opened on November 15, 2004 by the City of Baltimore which, by its terms, requires contract execution not later than the close of business on

- 1 Wednesday, November 17, 2004; and this Act shall take effect on the date it becomes law.

EFFECTIVE: November 16, 2004

The Council Administrator does hereby certify that fifteen (15) copies of this Bill are immediately available for distribution to the public and the press.



Council Administrator

HARFORD COUNTY BILL NO. 04-44

Brief Title Electricity Supply Agreement
is herewith submitted to the County Council of Harford County for enrollment as being the text as finally passed.

CERTIFIED TRUE AND CORRECT

Barbara J. Ruth
Council Administrator

Date November 16, 2004

ENROLLED

Robert S. Wagner
Council President

Date November 16, 2004

BY THE COUNCIL

Read the third time.

Passed: LSD 04-29

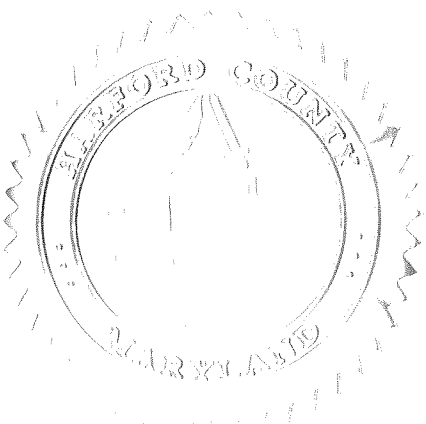
Failed of Passage: _____

By Order

Barbara J. Ruth
Council Administrator

Sealed with the County Seal and presented to the County Executive for approval this 16th day of November, 2004 at 8:10 p.m.

Barbara J. Ruth
Council Administrator



BY THE EXECUTIVE

James D. Harrison
COUNTY EXECUTIVE
APPROVED: Date 11-16-04

BY THE COUNCIL

This Bill No. 04-44, having been approved by the Executive and returned to the Council, becomes law on November 16, 2004.

EFFECTIVE DATE: November 16, 2004

Barbara J. Ruth
Barbara J. Ruth, Council Administrator

ELECTRICITY SUPPLY AGREEMENT

This Electricity Supply Agreement ("Agreement") is entered into this ____ day of _____, 2004, by and between Harford County, Maryland ("Buyer"), a body corporate and politic organized and existing under the laws of the State of Maryland, and _____ ("Supplier"), a [type of business organization] which is licensed as an Electricity Supplier in the State of Maryland. These parties are hereinafter referred to individually as "Party" and together as "Parties".

1. Nature of Transaction. In compliance with the terms and conditions set forth in this Agreement, Supplier shall deliver or cause to be delivered at each Delivery Point, and shall sell to Buyer, such quantities of electricity as are necessary to meet the Full Requirements of each Buyer's Account throughout the Term. Buyer shall pay Supplier for all such quantities of electricity at the applicable Contract Price in compliance herewith.

2. Term. This Agreement becomes effective when it is approved by the [Buyer's Governing Board] and will continue in effect through the last Termination Date for a Buyer's Account, unless terminated earlier under Sections 17 or 18 hereof. Termination or expiration of this Agreement does not limit or otherwise affect the respective rights and obligations of the Parties that accrue prior to the effective date of such termination or expiration or those obligations set forth in Section 19 hereof.

3. Definitions. Whenever used in this Agreement, each capitalized term has the meaning set forth in this Section.

3.1 *Buyer's Account* refers to each of Buyer's buildings, facilities, traffic lights, or street lights served by Supplier under this Agreement, as identified in **Appendix A** hereto.

3.2 *Buyer's Purchasing Agent* means the person appointed by Buyer from time to time to implement and administer this Agreement for Buyer.

3.3 *Commencement Date* means the date on which electricity is first delivered to a Buyer's Account pursuant to this Agreement. The Commencement Date for a Buyer's Account will be the later of (a) as stated on the Bid Proposal Sheets, or (b) the effective date of the enrollment transaction for the Buyer's Account, as determined pursuant to the Tariff.

3.4 *Contract Price* means the Suppliers' price(s) for electricity delivered to Buyer pursuant to this Agreement, as set forth in **Appendix B** hereto. The Contract Price includes, without limitation, the following costs:

- .1** All costs incurred or to be incurred by Supplier to provide sufficient electrical energy to EDC for delivery to Buyer, including, without limitation, all costs or other requirement to furnish installed capability, operable capability, energy operating reserves, generation control, reactive power support, tie-in, wheeling, transmission, line losses, and other ancillary services;
- .2** All charges incurred or to be incurred by Supplier pursuant to its Supplier Coordination Agreement and the Tariff;

- .3 All federal, state, and local taxes in effect at the full execution of this Agreement or levied thereafter throughout the Term for which the taxable incident takes place prior to the Delivery Point; and,
- .4 All costs of billing analysis and dispute resolution incurred by Supplier pursuant to Section 14 hereof.

3.5 *Delivery Point* means the point of interconnection between EDC's system and the electrical system of a Buyer's Account.

3.6 *Delivery Shortfall* means the difference, if any, between a Buyer's Account's Full Requirements and the quantity of electricity supplied to that Buyer's Account by Supplier.

3.7 *EDC* means the Electric Distribution Company that delivers electricity to a Buyer's Account.

3.8 *Force Majeure* means any act, event, or condition beyond the reasonable control of the Supplier; provided that such act, event, or condition is not the result of the Supplier's fault or negligence. For the purposes of this Agreement, an act, event, or condition of Force Majeure shall include, but not be limited to, strikes, lockouts, or other labor difficulties, acts of the other Party or its agents/contractors, riot, civil insurrection, war (whether or not declared), fire, flood, earthquake, unusually severe weather, government orders preventing performance or materially adversely affecting the Supplier, curtailment of deliveries by EDC, acts of God, and other causes of a similar nature. "Force Majeure" does not include any of the following acts, events, or conditions: loss of Supplier's electric supply, unless resulting from an event of Force Majeure; Supplier's ability to sell electricity to a market at a more advantageous price; increases or decreases in electric energy supply due to allocation or reallocation of generation by generators or other parties, unless caused by an event of Force Majeure; loss of markets; and, failure of specific individual generation facilities in the absence of an event of Force Majeure that broadly affects other generation facilities in the same geographic area.

3.9 *Full Requirements* means the total quantity of electricity required by a Buyer's Account from time to time.

3.10 *Law* means any law, common law, statute, code, ordinance, rule, regulation, order, judgment, decree, injunction, direction, or requirement of any governmental authority that applies to this Agreement or the Parties' performance thereof.

3.11 *MBE/WBE Program* means Buyer's program for the participation of Minority-owned Business Enterprises and Women-owned Business Enterprises in performance of Buyer's contracts.

3.12 *PSC Standard Offer Service* is the rate as approved by the Maryland Public Service Commission from time to time and developed as a result of competitive bids issued by EDCs and approved by the Commission.

3.13 *Records* means all information and data related to Supplier's performance of this Agreement, whether stored on computer, electronic media, audio tape, video tape, paper, or other form. "Records" includes, without limitation, all books, documents, accounting records, invoices, correspondence, memoranda, reports, and other information in any form relating to Supplier's performance of this Agreement.

3.14 *Supplier Coordination Agreement* means the agreement under which EDC provides coordination services to Supplier.

3.15 *Tariff* means EDC's Electricity Supplier Coordination Tariff.

3.16 *Term* means the term of this Agreement, as set forth in Section 2 hereof.

3.17 *Termination Date* means the effective date of the termination of deliveries to a City Account under this Agreement. The Termination Date for a City Account will be the City Account's first meter reading occurring after the last month of service as stated on the bid proposal sheets. The Termination Date for a non-metered City Account will be midnight on 1st of the month immediately following the last month of service as stated on the bid proposal sheets.

4. Compliance with the Law. Supplier shall perform its responsibilities under this Agreement in full compliance with the Law, the Tariff, and the Supplier Coordination Agreement. Buyer shall bear no responsibility whatsoever for monitoring such compliance.

5. Cooperation. Supplier commits at all times to cooperate with Buyer in good faith in the performance of this Agreement. Supplier shall at all times during business hours be available to confer with Buyer's Purchasing Agent regarding performance of this Agreement. Supplier shall immediately notify Buyer's Purchasing Agent of any and all circumstances that could impede its performance of this Agreement, including, without limitation, Supplier's bankruptcy, dissolution, liquidation, merger, or sale of business.

6. Notification of EDC. Immediately following full execution of this Agreement, Buyer shall execute and deliver to Supplier such documents as required by Law and the Tariff to indicate Buyer's selection of Supplier for each of the Buyer's Accounts and to authorize EDC to release to Supplier information about each Buyer's Account. Promptly upon receipt of such documents, Supplier shall provide EDC with all electronic files and other information required by Law and the Tariff to enable EDC to transfer to Supplier the responsibility for supplying electricity to each Buyer's Account. Supplier shall utilize its best efforts to provide such information to EDC so that the Commencement Date for each Buyer's Account occurs on as stated on the Bid proposal Sheets, or at a Buyer's Account's first meter reading following, the dates from the Bid Proposal Sheets.

7. Title; Risk of Loss. Supplier warrants that it holds title to, or has the right to sell, all quantities of electricity delivered to the Delivery Points and that all such quantities are free from liens and adverse claims of all kinds. Supplier shall indemnify, defend, and hold harmless Buyer and its officers, agents, and employees in accordance with Section 19 hereof against all liens and claims arising with respect to its title to, or its right to sell, such quantities. Title to, and risk of loss of, all electricity tendered by Supplier to EDC for delivery to Buyer shall pass to Buyer at the Delivery Points.

8. Changes in Buyer's Accounts.

8.1 This Agreement is a requirements contract for all Buyer's Accounts, whether in existence at the beginning of the Term or added by mutual agreement at any time throughout the Term. Buyer shall notify Supplier of each additional Buyer's Accounts that it wishes Supplier to serve. Along with such notice, Buyer shall provide Supplier with all documents and other authorizations

required by the Tariff to permit Supplier to serve such accounts. Supplier shall serve such accounts without increasing the Contract Price or changing any other non-price term or condition of this Agreement. Supplier shall promptly provide EDC with all electronic files and other information required by Law and the Tariff to enable EDC to establish Supplier as the supplier of electricity for the accounts.

8.2 At any time throughout the Term, Buyer may direct Supplier to discontinue deliveries of electricity to a Buyer's Account for which electric energy service is no longer required. Supplier shall not increase the Contract Price or change any other non-price term or condition of this Agreement as a result of the cessation of deliveries to any Buyer's Account. Supplier shall notify EDC thereof and shall perform all actions (including, but not limited to, actions required by the Tariff) necessary to stop service to the affected Buyer's Account.

8.3 Buyer agrees to notify Supplier within a reasonable time of any additions or deletion in Buyer Accounts. Buyer will notify Supplier of a change in any Buyer Account that will increase or decrease the average annual kWh consumption for that Buyer's Account by 10% or more. Failure to provide such notice shall not affect the pricing under this Agreement in any way.

9. Authority of Buyer's Purchasing Agent. Buyer's Purchasing Agent shall decide any and all questions that may arise regarding the Supplier's obligations under, and its performance of, this Agreement.

10. Disputes. To the extent permitted by Law, disputes shall be referred to the Purchasing Agent for resolution. If the Parties cannot agree to a resolution, each Party may pursue rights available at Law, in equity, or under the Tariff. Final payment by Buyer to Supplier under this Agreement shall not be made unless and until all issues in dispute have been fully and finally settled and/or adjudicated.

12. Billing. Buyer shall pay Supplier the applicable Contract Price for all quantities of electricity delivered by Supplier or on Supplier's behalf to each Delivery Point. Buyer hereby elects for EDC to provide consolidated billing services and/or summary billing for EDC charges as well as Supplier charges, as provided in the Tariff although other billing as indicated in the IFB may be authorized. Supplier shall deliver billing information to EDC in a timely manner in accordance with the Tariff.

The Supplier shall provide at the Buyer's request an electronic Summary Billing Twice per month on the first (1) and fifteenth (15) day of each month, which shall be accompanied by the any hardcopies of invoices for all the accounts on the summary page. Buyer, at Buyer's option, may render payment to Supplier based solely on the Summary Billing electronic copy or on hardcopies of bills.

13. Payment. Buyer shall pay each invoice rendered pursuant to Section 12 hereof in accordance with the procedures established by EDC. Buyer may withhold payment of and dispute the amount of a billing as provided by Law. In the event that Supplier owes any amount to Buyer pursuant to Section 15 or any other provision hereof, Buyer may set-off such amounts against the outstanding balance of any billing rendered under Section 12 hereof.

14. Billing Review. Upon Buyer's request, Supplier shall review billings rendered pursuant to Section 12 hereof and shall promptly advise Buyer of any errors therein. Supplier shall cooperate with Buyer in placing billings in dispute and with resolving such disputes.

15. Failure to Deliver. If, for any reason other than the occurrence of an event of Force Majeure, Supplier fails, in whole or in part, to deliver quantities of electricity to each Delivery Point sufficient to meet the each Buyer's Account's Full Requirements, then Buyer, in addition to all other rights available under this Agreement and the Law, shall have the right to secure replacement supplies of electricity from EDC or another supplier. In such event, Supplier shall pay Buyer promptly upon demand the product of multiplying the Delivery Shortfall by the positive difference between the Contract Price and the price paid by Buyer for supplies obtained from an alternate source. In addition, Supplier shall pay Buyer all costs, expenses, and penalties associated with securing a replacement supply. In the event Buyer is unable to secure replacement supplies of electricity, Supplier shall pay Buyer promptly upon demand an amount equal to the product of multiplying the Delivery Shortfall by the Contract Price plus Buyer's costs, expenses, and expenses in attempting to secure replacement supplies.

16. Force Majeure. In the event Supplier is rendered unable, in whole or in part, by Force Majeure to carry out its obligations under this Agreement, Supplier shall be excused from performing its obligations under this Agreement (other than the obligation to pay money) and shall not be liable to Buyer in damages or otherwise. Upon the occurrence of such Force Majeure event, Supplier shall promptly notify Buyer by telephone of the particulars of such event as soon as is reasonably possible and shall confirm such notice by facsimile transmission promptly thereafter. Supplier shall exercise due diligence to remove its inability to perform with all reasonable dispatch. The occurrence of an event of Force Majeure is the sole and exclusive excuse of performance permitted under this Agreement. Supplier hereby waives all other excuses at law or in equity, including, without limitation, all excuses based on commercial impracticability or impossibility, to the extent permitted by Law.

17. Termination for Default.

17.1 This Agreement shall immediately terminate upon Supplier's uncured default of its obligations under the Tariff or the Supplier Coordination Agreement or upon the occurrence of any default under the Tariff or the Supplier Coordination Agreement for which no cure is allowed. In such event, Supplier shall be liable for all costs and expenses, including, without limitation, costs of collection, legal fees, and court costs, incurred by Buyer arising out of, or resulting from, such default. Buyer may collect the amount of such costs and expenses in accordance with Section 17.2 hereof.

17.2 Notwithstanding Section 17.1 hereof, upon recommendation of Buyer's Purchasing Agent, the [Buyer's Governing Board] may terminate this Agreement, if in its opinion, there is a failure by Supplier at any time to promptly and faithfully perform any of its terms. Any such action by the [Buyer's Governing Board] shall not affect or impair any rights or claims of Buyer against Supplier for breach of this Agreement. Supplier shall be liable for all costs and expenses, including, without limitation, costs of collection, legal fees, and court costs, incurred by Buyer arising out of, or resulting from, Supplier's failure to perform its obligations under this Agreement. Any such cost or expense shall be deducted from, and paid by, Buyer out of such monies as may be due or become due to Supplier. In the event that the total of said costs and/or expenses exceeds the amount that would have been payable by Buyer under this Agreement, Supplier shall pay Buyer the amount of such excess promptly upon receipt of Buyer's invoice therefor. In addition to the remedies set forth herein, the Parties may pursue any remedies available to them at Law, in equity, or under the Tariff.

18. Termination for Convenience. Supplier's performance of this Agreement may be terminated by Buyer in whole or in part upon thirty days notice whenever Buyer's Purchasing Agent determines that such termination is in the best interest of Buyer. Any such termination shall be effected by delivering to Supplier a Notice of Termination specifying the extent of the termination and its terms, including, without limitation, the date upon which the termination becomes effective. Upon termination, Supplier may be entitled to an equitable adjustment. Such equitable adjustment may include any costs reasonably incurred by the Supplier as the direct result of early termination, but shall not include, under any circumstances, anticipated, but unearned, profit.

19. Indemnification. Supplier shall indemnify, save, defend, and hold harmless Buyer and its officers, employees, and agents from and against any and all liabilities, claims, demands, suits, and actions, including, without limitation, attorneys' fees and court costs connected therewith, brought against Buyer as the result of any direct or indirect, willful or negligent act or omission of the Supplier and its officers, employees, subcontractors, representatives, or agents in the performance of this Agreement.

20. Records. At any time during business hours and as often as Buyer may deem necessary, Supplier shall make its Records available to Buyer for examination. Supplier shall permit Buyer to audit, examine, and make copies, excerpts, or transcripts from such records, and to make audits of data relating to matters covered by this Agreement. Supplier shall maintain and retain all Records for a period of three (3) years from the date of final payment hereunder, except in cases where unresolved audit questions require a longer period of time for resolution, as determined by Buyer.

21. Governing Law. This Agreement and all other Contract Documents shall be governed by, and construed under, the Laws of the State of Maryland.

22. Assignment. Supplier shall not assign this Agreement or subcontract or delegate any of its duties hereunder to any other person or entity without the prior written approval of the [Buyer's Governing Board]. Supplier shall not assign any of the monies payable under this Agreement, or its claims thereto, without first notifying Buyer's Purchasing Agent thereof in writing. Such notice shall be hand-delivered with receipt obtained therefor, or mailed by certified mail, return receipt requested.

23. Conflict of Interest. By executing this Agreement, Supplier asserts that it has not engaged in any practice or entered into any past or ongoing contract that would be considered a conflict of interest with this Agreement. Supplier agrees to refrain from entering into all such practices or contracts during the Term, including any contracts and/or practices that could give rise to even the appearance of a conflict of interest. Furthermore, Supplier asserts that it has fully disclosed to Buyer any and all practices and/or contracts of whatever nature or duration that could give rise to even the appearance of a conflict of interest with the parties or subject matter of this Agreement and will continue to do so during the Term. Additionally, Supplier warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for Supplier, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Supplier, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon, or resulting from, the award of this Agreement.

- 24. Nondiscrimination.** Supplier shall not discriminate against any person on the basis of race, creed, color, national origin, religion, sex, age, orientation, marital status, or mental or physical handicap in connection with the performance of this Agreement. Supplier shall comply fully with all provisions of Executive Order 11246, as amended; the Rehabilitation Act of 1973; the Vietnam Veteran's Readjustment Act of 1974, and Title 2 of the Americans with Disabilities Act. In addition, Supplier shall complete, when required by Law, Immigration and Naturalization Form I-9 for each employee that it hires.
- 25. Minority Enterprise Business Utilization.** Supplier shall utilize its best efforts to involve certified Minority Owned Business Enterprises and Women Owned Business Enterprises in its performance of this Agreement. Prior to contract award, Supplier shall develop and deliver to Buyer a plan to achieve such involvement, which shall be in effect throughout the Term. Supplier shall not be required to meet any numerical participation goals set pursuant to the MBE/WBE Program, since the establishment of any such goals is inappropriate at this stage of the development of the competitive electricity supply industry. Nevertheless, Supplier shall utilize its best efforts to advance the interests of minority and women-owned businesses in the competitive electricity supply industry in general, and in its organization in particular, through mentoring programs and subcontracts with minority and women-owned businesses.
- 26. Captions and References.** The words "herein," "hereof," "hereunder," and other similar words of reference apply to this Agreement as a whole and not to any particular Article, Section, or Sub-section. All titles, subject headings, section titles, and similar items herein are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive, or to affect the meaning of the contents or scope of this Agreement. Words of gender used in this Agreement refer to both genders.
- 27. Severability.** The provisions of this Agreement are severable. If any article, section, sub-section, sentence, phrase, or word of this Agreement is, for any reason, held to be contrary to the Law, said article, section, sub-section, sentence, phrase, or word may be removed from the Agreement at the sole discretion of Buyer's Purchasing Agent and/or the [Buyer's Governing Board]. Such decision shall not affect the legality of the remaining portions of the Agreement unless otherwise determined by, and at the sole discretion of, Buyer's Purchasing Agent and/or the [Buyer's Governing Board].
- 28. Subject to Appropriation.** The performance by Buyer of its payment obligations under this Agreement shall be subject to annual appropriation and the availability of funds.
- 29. Amendments.** Except as provided in Section 8 hereof, this Agreement may not be changed, altered, or amended in any way except in writing and signed by a duly authorized representative of each Party and approved by the [Buyer's Governing Board].
- 30. Notice.** Except as otherwise provided herein, any notice required to be given pursuant to this Agreement shall be in writing and personally delivered or sent by United States Postal Service, first class or overnight delivery postage pre-paid, or by other delivery service with all fees and charges pre-paid. In case of emergency, which shall be determined at the sole discretion of Buyer, notice may be transmitted by telephone or facsimile followed by written confirmation by first class mail. All notices shall be addressed to the persons identified in Appendix C hereto, provided, however, that such addresses may be changed by a Party upon notice given in accordance with this paragraph.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first written above.

ATTEST:

[SUPPLIER]

Federal Identification No. _____

By: _____ [Seal]
[Name and Title]

ATTEST:

[BUYER]

By: _____
[Name and Title]

APPROVED FOR LEGAL FORM AND SUFFICIENCY:

[Name and Title]

APPROVED BY THE [BUYER'S GOVERNING
BOARD]

By: _____
Clerk Date

HARFORD COUNTY ACCOUNTS TO BE AWARDED

[Note: To be determined after bids are opened and evaluated; example follows]

<u>Account No.</u>	<u>Utility</u>	<u>Address</u>	<u>Account Name</u>	<u>Rate Schedule</u>	<u>kWh/Year</u>
4093976011	BGE	1212 Chelsea Rd., 21130	DPW/Sod Run Wastewater Treatment Plant	P	10,781,485

**Bid Proposal Sheet-BGE "P", "GS", "G" AND "SL" Accounts
FLAT RATES - 24 Month**

PROPOSAL OF _____
ADDRESS _____ ZIP CODE _____

BIDS DUE: _____ CONTRACT: BP- Provide Supply of Electrical Energy and Ancillary Services.

TO THE BOARD OF ESTIMATES OF BALTIMORE:

The undersigned agree to PROVIDE SUPPLY OF ELECTRICAL ENERGY AND ANCILLARY SERVICES TO THE CITY OF BALTIMORE IN COOPERATION WITH THE BALTIMORE METROPOLITAN COUNCIL AND THE PARTICIPATING ENTITIES in accord with the attached specifications and other documents, herein and complete this service for the following fixed prices:

ITEM -1 "P" Type Accounts

Estimated Annual Total Amount 300,000,000 kWh \$ _____ per kWh = \$ _____

ITEM -2 "GS" Type Accounts

Estimated Annual Total Amount 120,000,000 kWh \$ _____ per kWh = \$ _____

ITEM -3 "G" Type Accounts

Estimated Annual Total Amount 65,175,000 kWh \$ _____ per kWh = \$ _____

ITEM -4 "SL" Type Accounts

Estimated Annual Total Amount 103,500,000 kWh \$ _____ per kWh = \$ _____

THIS IS A 24 MONTH SUPPLY CONTRACT (April 2005 through March 2007).

Payment Terms: _____ (Supplier to provide)

BID PRICES SHALL BE VALID UNTIL CLOSE OF BUSINESS November 17, 2004

Note 1: The kWh quantities listed in buyers historical data are not a guaranteed amount, but only the best estimate of the Participating Entities. The Supplier shall only be paid for the actual Electrical Energy used by customer at the rates quoted on the Bid Proposal sheet. Estimated Annual total amounts for each line item represent the average annual consumption divided by twelve.

Note 2: This bid option may be cancelled at the sole discretion of BRCPC.

BASIS OF A WARD: *Contract shall be awarded to the qualified, responsible, responsive Supplier(s) on a sum of the accounts or per item basis, whatever is in the best interest of Participating Entities. Supplier must complete all items of the Bid Proposal*

Harford County, Maryland

Contract No. 05-1xx

awarded pursuant to City of Baltimore Bureau of Purchases Bid BP-0xxx, on behalf of the Baltimore Metropolitan Council and Participating Entities

Notices: All notices required under Section 30 of the captioned agreement shall be given as follows:

If to the Buyer:

Lucy Light Slaich or Director of Procurement
Harford County
220 S. Main St.
Bel Air, MD 21014
410-638-3361 or -3550
Fax: 410-879-8658
Email: llslaich@co.ha.md.us

If to the Seller:

[Supplier Representative Name and Title]
[Supplier Company Name]
[Supplier Mailing Address]
[City, State, Zip]
[Supplier Phone] (302) 234-4731
[Supplier Fax]
[Supplier Representative email]